

1 L. Edward Humphrey, Esq. – NSB 9066
 2 Patrick O'Rourke, Esq. – NSB 13557
2 HUMPHREY LAW PLLC
 3 201 W. Liberty Street, Suite 350
 4 Reno, Nevada 89501
 5 Tel: (775) 420-3500
 6 Fax: (775) 683-9917
 7 ed@hlawnv.com
patrick@hlawnv.com

6 *Proposed Attorneys for Debtor,*
 7 *Afrayed End Productions, Ltd.*

8 **UNITED STATES BANKRUPTCY COURT**
 9 **DISTRICT OF NEVADA**

10 In re:

11 AFRAYED END PRODUCTIONS,
 12 LTD.

13 Debtor.

Case No.: BK-N-20-51050-BTB
 Chapter 11

EX PARTE APPLICATION TO
EMPLOY BUSINESS BROKER

14 TO THE HONORABLE BRUCE T. BEESLEY, UNITED STATES BANKRUPTCY JUDGE:

15 Afrayed End Productions, Ltd. (“Debtor”), files this *Ex Parte Application to Employ*
 16 *Business Broker* and, in support of the Application, respectfully states:

17 1. Debtor operates the St. James Infirmary bar out of leased premises at 445 California
 18 Avenue in Reno (“Infirmary”). The Infirmary has been shut down since the onset of the COVID-
 19 pandemic.

20 2. Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy
 21 Code on November 17, 2020, commencing the above captioned bankruptcy case (“Bankruptcy
 22 Case”). *See* ECF No. 1.

23 3. The Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D) and is a
 24 debtor as defined in 11 U.S.C. § 1182(1) and made a Subchapter V election in its Petition. *See*
 25 ECF No. 1.

26 **Pre-Petition Broker Agreement**

27 4. The Debtor entered into a pre-petition Representation Agreement with M&A



1 Business Advisors, Nevada (“MABA”), under Broker Katrina Loftin (“Pre-Petition Broker
 2 Agreement”).

3 5. Under the Pre-Petition Broker Agreement, MABA secured a well-qualified buyer for
 4 the Infirmary in the middle of September 2020. However, as of October 28, 2020, the landlord
 5 had not consented to the requested lease assignment and the original purchaser cancelled the deal.

6 6. Two weeks later, the landlord sent the Debtor a three-day lockout notice.

7 7. The Debtor disputed the stated reasons for the lockout notice and further asserted the
 8 landlord’s refusal to accept a lease assignment was itself a material breach of the lease—as the
 9 express terms of the lease prohibit the landlord from unreasonably withholding assignment.

10 8. Discussions between the parties faltered and the lockout loomed, precipitating the
 11 Debtor’s bankruptcy filing.

12 **The New Broker Agreement.**

13 9. MABA located a new well qualified buyer (“New Buyer”) for the Infirmary and
 14 presented an offer to the Debtor on November 18, 2020. At that time, MABA was not aware of
 15 the Debtor’s bankruptcy filing the day before.

16 10. On November 25, 2020, the Debtor entered an LOI with the New Buyer at a purchase
 17 price that would most likely satisfy the Debtor’s pre-petition creditors in full.

18 11. Debtor would like to recognize MABA’s services and employ MABA post-Petition
 19 to consummate the purchase and sale of the Infirmary under a new/restated Representation
 20 Agreement, a proposed copy of which is attached as Exhibit “1” (“New Broker Agreement”).

21 12. The key terms of the New Broker Agreement are as follows:

22 a. MABA is given the exclusive right to sell the Debtor’s assets during the 12-month
 23 term stated in the agreement. *See Exhibit 1* at ¶ 6.

24 b. The listing price for Debtor is \$200,000. *See Exhibit 1* at p. 1, Total Listing Price.

25 c. MABA’s Broker Fee is 10% of the sale/disposition price and is subject to ultimate
 26 Court approval. *See Exhibit 1* at p.1, ¶ 1 and “Additional Terms”. “Disposition”
 27 under the New Broker Agreement includes the sale, merger, or transfer of all or

28

1 any part of the Debtor's assets, including through a plan of reorganization. *See*
 2 Exhibit 1 at ¶ 6.

3 d. MABA would act in a dual agent capacity for both the Debtor and buyer, with
 4 different agents from MABA representing each. *See Exhibit 1* at ¶ 6 and attached
 5 Confirmation Regarding Real Estate Relationship.¹
 6 e. The terms of the New Broker Agreement and any sale or disposition of the
 7 Debtor's assets are subject to Bankruptcy Court approval. *See Exhibit 1* at p. 1, ¶
 8 1.

9 13. The Debtor submits that the services MABA has provided and will continue to render
 10 under the New Broker Agreement are needed and are in the best interest of the Debtor and its
 11 creditors.

12 14. The Debtor is seeking approval to enter into the New Broker Agreement on a *nunc*
 13 *pro tunc* basis as of the Petition Date of November 17, 2020.²

14 15. This Application is made under 11 U.S.C. §§ 327(a) and 328 and is supported by the
 15 Declaration of Katrina Loftin, CBI, M&AMI, MABA's Managing Partner and Co-Founder (the
 16 "Loftin Declaration"), attached as Exhibit "2".

17 16. As set forth in the Loftin Declaration, MABA does not hold or represent any
 18 impermissible interest adverse to the Estate and is a disinterested person under 11 U.S.C. §
 19 101(14). In this, although a dual agency (in the form of two agents under the same broker) is
 20 contemplated under the New Broker Agreement, separate agents will be respectively representing

22 1 ¹ Dual agency by the same agent is permitted upon full disclosure and consent under Nevada law. *See*
 23 NRS 645.252(1)(d). Further, if the broker designates different agents to separate parties in the
 24 transaction, written consent is not required and neither agent is permitted to disclose confidential
 25 information. *See* NRS 645.253.

25 2 ² Alternatively, the Debtor submits that assumption of the Pre-Petition Broker Agreement is appropriate,
 26 as MABA has secured a new buyer for the business during the term of the original agreement. Further,
 27 the Pre-Petition Broker Agreement and New Broker Agreement are on similar terms—and the fee would
 28 be identical under each assuming a \$200,000 sale. The New Broker Agreement clarifies issues such as
 any sale being subject to Bankruptcy Court approval, establishes a set Broker Fee of 10% of the sale
 price, and ensures that while a dual-agency would technically exist, two separate agents would
 respectively represent the Debtor and buyer.

the Debtor and buyer.

17. To the best of the Debtor's knowledge, other than as set forth above, MABA and the agents working on the transaction have no connection with the Debtor, creditors, or any other party in interest, their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee.

18. MABA is aware of the provisions of 11 U.S.C. §§ 327, 328, and 330 and has acknowledged that, notwithstanding the terms and conditions set forth herein, the Court may allow compensation different from the compensation provided in the New Broker Agreement if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of this Application. *See* 11 U.S.C. § 328(a).

WHEREFORE, the Debtor seeks an Order authorizing the employment of MABA on the terms and conditions and for the purposes set forth above.

DATED: December 3, 2020.

HUMPHREY LAW PLLC

By: /s/ *L. Edward Humphrey*

L. Edward Humphrey, Esq.

Patrick O'Rourke

*Proposed Attorneys for Debtor,
Afrayed End Productions, Ltd.*

EXHIBIT “1”

EXHIBIT “1”



REPRESENTATION AGREEMENT

Business Type: Bar & Lounge

Business Name: St. James Infirmary

Phone: 323-309-0799

Fax: _____

Address: 445 California Ave

City, State Zip: Reno, NV 89509

Website: _____

Seller(s): Afrayed End Productions, LTD

LLC C-Corp S-Corp Sole Prop

Owner: Arthur Farley

Home Address: 316 California #33

City, State, Zip: Reno NV 89509

Phone: 775-420-3500

Email: ed@hlaawnv.com

Owner: _____

Home Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Total Listing Price \$200,000

Listing Payable as Follows:

- Down Payment \$10,000

- Total Liabilities to be Assumed \$0

Note to Seller payable at \$0 per month for 0 months including n/a% interest. Note to be Secured by assets of business subordinate to any third party financing.

CURRENT ASSETS INCLUDED IN LISTED PRICE

Cash \$0

Inventory (at cost) All inventory on hand

Accounts Receivable \$0

Other Current Assets \$0

Total Current Assets Included \$0

LIABILITIES TO BE ASSUMED BY BUYER

Accounts Payable \$0

Assumable Leases \$0

Total Liabilities to be Assumed \$0

Seller will not compete against Buyer for 5 years from close of escrow within 5 mile radius of the present location of the business or within _____.

All assets of the business are included except: None

Additional Terms: This Representation Agreement and any sale or disposition hereunder are subject to approval by the United States Bankruptcy Court, District of Nevada (Case No.20-51050-BTB) ("Bankruptcy Case").

1. **Engagement of Broker.** Seller grants M&A Business Advisors (Broker) the sole and exclusive right to dispose of the Business beginning on November 17, 2020, and ending at 11:59 p.m. on the Termination Date (the "Exclusive Period"). The term of this agreement is for an initial period of twelve months. With respect to the Broker's fee ("Broker's Fee"), Seller agrees to pay Broker a fee in the amount of ten percent (10%) of any sale or Disposition price during Exclusive Period. Broker agrees to make reasonable efforts to procure and consummate the sale of Seller's assets as contemplated herein.

2. **Disposition of Business.** As used in this Agreement, "Disposition" of the Business includes the sale, merger, exchange or transfer of all or any part of or interest in the Business except for assets sold in the ordinary course of business. Disposition also includes any qualifying transaction completed in the Bankruptcy Case. This definition includes, without limitation the transfer or sale of some or all of the stock of a corporation or sale of its assets. If the sale of an ownership interest (e.g. corporate stock, partnership shares or LLC member interest), "Seller" means the owner of that interest.

3. **Purchase Price.** For purposes of this Agreement, the 'Purchase Price' is defined as the total consideration paid directly or indirectly for the Business or its assets including but not limited to cash; cash equivalents; notes made to Seller or others
4. **Broker's Fee.** Seller agrees that the Broker's Fee shall be paid by the Seller upon any disposition of the business whether made by the Broker, Seller or anyone else during the term of this Agreement and any extension thereof. To the extent of the Broker's Fee.
5. **Business Information.** Within 30 calendar days of Signing, Seller will provide the Broker the following:
 - a. Complete lists of all equipment and other assets to be included or excluded in the sale;
 - b. Profit and loss statements, balance sheets, and tax returns of the Business covering the last three years;
 - c. The most recent interim profit and loss statement, balance sheet, and sales tax returns;
 - d. Real and personal property leases;
 - e. A completed Seller's Disclosure Statement;
 - f. Copies of all patents, licenses, loan documents, contracts or agreements of whatever form;
 - g. All agreements relating to employee benefits;
 - h. Any environmental reports; and
 - i. Copies of all other documents needed to present a fair and accurate description of the Business to prospective buyers.
 Seller will provide monthly updates of each such document during the period of this Agreement where any material change has occurred. Seller consents to Broker publishing, advertising or distributing information about the Business to prospective buyers and to cooperating brokers and contacting landlords and any others regarding any of the information about the Business. Seller will be responsible to Broker for any fee lost by Broker resulting from any material misrepresentations or omissions by Seller of any information relevant to the Business or its transferability.
6. **Agency.** Seller acknowledges having received and read the Duties Owed and Consent to Act Disclosure form. Seller understands and agrees that Broker may act as an agent representing both Buyer and Seller.
7. **Seller Warranties.** Seller warrants that a.) all information relating to the Business which has been or will be provided to the Broker or prospective buyers by the Seller or Seller's agents is complete and accurate, b.) Seller has disclosed, or will promptly disclose all material facts relating to the Business which might reasonably influence a buyer's decision to purchase and the amount a buyer is willing to pay, and c.) Broker may rely upon the accuracy of any such information without independent investigation. Seller agrees to promptly notify Broker any material changes which might affect the operation or value of the Business.
8. **Leases and Contracts.** Seller agrees to transfer all assignable leases and other contracts under which the business assets are held and to use best efforts to obtain any necessary third party consents or approval in the Bankruptcy Case. Seller acknowledges that Seller may remain liable on such agreements after transfer, unless released by lessor or other contracting party.
9. **Referral of Buyers.** Seller agrees to refer to Broker any prospective buyer with whom Seller has or has had discussions regarding the sale of the Business during or prior to the exclusive period.
10. **No Conflicts.** Seller warrants that there are no representation or other agreements in force relating to Disposition of the Business other than with Broker.

 Seller Seller

11. **Credit Decision.** Seller acknowledges that Broker makes no representation as to the creditworthiness of any buyer or the content of any credit report. Broker will not verify any representations made by buyer as to buyer's creditworthiness, business experience or financial condition. Broker shall not be required to furnish credit reports on any buyer. Seller agrees to look only to buyer for relief.
12. **Mediation of Disputes.** As a condition precedent to initiation of any legal action or arbitration proceeding by either party. Seller and Broker shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. Either party may demand mediation by notice to the other party, which notice shall state the nature of the dispute to be resolved. From the date such notice is given, the parties shall agree upon a mediator not later than the tenth business day thereafter. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association ("AAA") for appointment of a mediator and to conduct the mediation. Mediation shall occur in the county in which the Seller's Broker's office is located. The parties all have 45 days from the selection of the mediator to commence the first mediation session. The parties shall share all mediation costs equally. The parties agree that any mediated settlement agreement may be converted to an arbitration award or judgement (or both) and enforced according to the governing rules of civil procedure. Should either party fail to participate in a timely manner and in good faith in the selection process for the mediator or in the mediation process, such party will be deemed to have refused mediation, thus excusing the condition and that party shall not be entitled to attorney fees that might otherwise be available to it in any subsequent court action or arbitration.
13. **Advertisement of Sale.** Seller agrees that after the closing Broker may advertise its role in the sale of the Business.
14. **Entire Agreement; Amendment; Integration; Severability.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements. Any change to this Agreement must be in writing and signed by each party affected by such change. If any provision herein is found to be unenforceable, it shall be modified to the minimum extent necessary to permit its enforceability, and the remainder of the Agreement shall remain in full force and effect. Any ambiguity herein shall be resolved by the Bankruptcy Court during the pendency of the Bankruptcy Case.
15. **Governing Law; Attorneys' Fees; Venue.** This Agreement shall be governed by the Bankruptcy Code and the laws of the State of Nevada. If legal action or arbitration is instituted to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, expert fees and costs, as approved by the Bankruptcy Court or other deciding body. Venue shall be the county in which the Seller's Broker's office is located.
16. **Captions.** All captions and headings are for convenience and reference purposes only and shall not limit or expand provisions of this Agreement.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN THIS FORM IN ANY SPECIFIC TRANSACTION. THE BROKER IS NOT QUALIFIED TO GIVE ACCOUNTING, LEGAL, OR TAX ADVICE. FOR SUCH ADVICE, SELLER SHOULD CONSULT AND APPROPRIATE PROFESSIONAL. THE UNDERSIGNED ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS AND CONDITIONS ABOVE IF SELLER IS A PARTNERSHIP, CORPORATION, LLC OR OTHER ENTITY, THE PERSON SIGNING BELOW ON BEHALF OF SUCH ENTITY REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID ENTITY AND ITS OWNERS. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED COPY OF THIS AGREEMENT AND PERSONALLY GUARANTEES ITS PERFORMANCE.

Seller

Seller

Seller

Print name and Title Date

Signature

Print name and Title Date

Signature

Broker

M&A Business Advisors RED# 32417

Print Name of Broker/Agent Date

Signature of Broker/Agent License #

Broker or Office Manager Date

Seller Seller

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting for the duties owed by the licensee to:

- a.) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b.) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Samuel Crampton whose license number is 145968/Business Broker Permit #6957. The Licensee is acting for [client's name(s)] Afrayed End Productions, Ltd. who is/are the Seller/Landlord; Buyer/Tenant.

Broker: The broker is Katrina Loftin, whose company is M&A Business Advisors.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data, or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which the licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to real estate broker, confidential information relating to the client.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to the client.

Licensee Acting for Both Parties:

You understand that the licensee _____ (initial) may or _____ (initial) may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand the disclosure.

| | | | | | |
|------------------------|-------------|-------------|---------------------|-------------|-------------|
| <i>Seller/Landlord</i> | <i>Date</i> | <i>Time</i> | <i>Buyer/Tenant</i> | <i>Date</i> | <i>Time</i> |
| <i>Seller/Landlord</i> | <i>Date</i> | <i>Time</i> | <i>Buyer/Tenant</i> | <i>Date</i> | <i>Time</i> |

CONFIRMATION REGARDING REAL ESTATE RELATIONSHIP

This form does not constitute a contract for services

Business Name/Property Address:

St James Infirmary / 445 California Ave, Reno, NV 89509

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same company, the Broker may assign a licensee to act for each party respectively. As set forth within the *Duties Owed* form, no confidential information will be disclosed.

This is is not such a transaction.

I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us. My/Our representative's relationship is:

| | |
|--|--|
| Samuel Crampton - NRED#182230/BB6957 | Kurt Okraski - NRED#190615/BB7078 |
| Is the AGENT of <input checked="" type="checkbox"/> Seller/Landlord Exclusively ² <input type="checkbox"/> Buyer/Tenant Exclusively ³ <input type="checkbox"/> Both Buyer and Seller ¹ | Is the AGENT of <input type="checkbox"/> Seller/Landlord Exclusively ² <input checked="" type="checkbox"/> Buyer/Tenant Exclusively ³ <input type="checkbox"/> Both Buyer and Seller ¹ |

1. IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.
2. A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.
3. A Licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

| | | | |
|----------------------------|-----------------------|------------------------|----------------------------|
| Seller/Landlord's Company | M&A Business Advisors | Buyer/Tenant's Company | M&A Business Advisors |
| By | | By | |
| Licensed Real Estate Agent | | | Licensed Real Estate Agent |
| Date | Time | Date | Time |

Seller/Landlord

Date

Time

Buyer/Tenant

Date

Time

Seller/Landlord

Date

Time

Buyer/Tenant

Date

Time

EXHIBIT 2

EXHIBIT 2

1 L. Edward Humphrey, Esq. – NSB 9066
 2 Patrick O'Rourke, Esq. – NSB 13557
 3 **HUMPHREY LAW PLLC**
 4 201 W. Liberty Street, Suite 350
 5 Reno, Nevada 89501
 6 Tel: (775) 420-3500
 7 Fax: (775) 683-9917
ed@hlawnv.com
patrick@hlawnv.com

6 *Proposed Attorneys for Debtor,*
 7 *Afrayed End Productions, Ltd.*

8 **UNITED STATES BANKRUPTCY COURT**
 9 **DISTRICT OF NEVADA**

10 In re:

11 AFRAYED END PRODUCTIONS,
 12 LTD.

13 Debtor.

14
 15 Case No.: BK-N-20-51050-BTB
 Chapter 11

16
**DECLARATION OF KATRINA
 17 LOFTIN IN SUPPORT OF *EX PARTE*
 18 APPLICATION TO EMPLOY
 19 BUSINESS BROKER**

20 I, KATRINA LOFTIN, under Bankruptcy Rule 2014, declare under penalty of perjury:

21 1. I am over the age of 18 and, except as otherwise indicated, I have personal knowledge
 22 of the matters set forth below. I am competent to testify to same and present this Declaration in
 23 support of the Debtor's *Ex Parte Application to Employ Business Broker*.

24 2. I am the Co-Founder and Managing Partner of the Reno Office of M&A Business
 25 Advisors ("MABA"), Real Estate Division License ("RED") # 32417 and Business Broker
 26 License ("BB") # 130.

27 3. I have been involved in business sales and acquisitions since 1992. During this
 28 timeframe, I have participated in numerous transactions involving a wide variety of businesses.

See Exhibit "A" hereto.

4. MABA agents and I are familiar with the Debtor and its business. On November 18,
 2020, MABA presented a well-qualified buyer to purchase the Debtor's assets. That time neither
 I, nor any agent at MABA were aware of the Debtor's emergency bankruptcy filing.



1 5. MABA is willing to accept post-bankruptcy employment by the Debtor, on the terms
 2 set forth in the Application.

3 6. To the best of my knowledge, information, and belief, neither MABA, nor any of its
 4 agents, members, associates, or employees have any connections with the debtor, creditors, or
 5 any other party in interest, their respective attorneys and accountants, the United States trustee,
 6 or any person employed in the office of the United States trustee that is adverse to the Trustee,
 7 other than the following:

8 a. MABA agents represented the Debtor and potential buyers in connection in a dual
 9 agency capacity with respect to pre-bankruptcy sale efforts.

10 b. MABA would act in a dual-agency capacity in connection with the post-
 11 bankruptcy sale or other transaction involving the Debtor's assets. However,
 12 different MABA agents would represent the Debtor and any potential buyer.
 13 Agent Sam Crampton, RED # 145968 and BB # 6957, would represent the Debtor
 14 exclusively; and Agent Kurt Okraski, RED # 190615 and BB # 7078, would
 15 represent the buyer exclusively.

16 7. Based on these facts, I believe MABA and its agents, members, associates, and
 17 employees are disinterested persons within the meaning of the 11 U.S.C. §§ 101(14) and 327(a).

18 I, KATRINA LOFTIN, declare under penalty of perjury under the laws of the United
 19 States of America that the foregoing is true and correct.

20 EXECUTED ON: December 3, 2020.

21
 22 By: /s/ Katrina Loftin
 23 KATRINA LOFTIN
 24
 25
 26
 27
 28

EXHIBIT “A”

EXHIBIT “A”



M&A Business Advisors

The Leader in Business Sales & Acquisitions



Katrina Loftin, CBI, M&AMI
Founder/Managing Partner
CA BRE#01192645/NV RED#32417/ NV BB#130

Katrina Loftin is the co-founder and Managing Partner of M&A Business Advisors Nevada office and has been involved in business sales and acquisitions since 1992. Over the years, she has handled numerous transactions including privately held businesses of all kinds including manufacturing, distribution, automotive dealerships and auto related businesses, franchises, restaurants, service, and hospitality companies.

Katrina previously has owned and operated multiple businesses including an automobile dealership, auto pawn business, a motel and also owns the Nevada M&A Business Advisors office.

Katrina is a member of the M&A Source, International Business Brokers Association (IBBA), California Association of Business Brokers (CABB), Commercial Real Estate Women (CREW), and a member of the Northern Nevada Executive Council (NNEC). Additionally, she has served on the Board of Directors and is a former officer of the Chamber of Commerce and has served on many other community organizations. With her father, she cofounded and chaired of the River City Classic Car Show, which raised funds for local charities. Katrina has also served on the Business License Task Force Committee for the City of Reno and the Business Broker License committee for the State of Nevada. Katrina was the recipient of the Triumphant Award for Financial Literacy in 2019 by the Girl Scouts of the Sierra. Katrina also co-hosts Bosma on Business every Saturday at 10AM on AM780 KOH, iheartradio and streams on iTunes.

Over her 27 years in Business brokerage, Katrina has earned numerous distinctions including Top Listing Agent and Top Producer many times over and every year since 2004. In 2017, Loftin was awarded the Deal Maker of the Year for Nevada from the M&A Insider – the M&A Insider Award is awarded to one individual in each state based on the number and size of Merger & Acquisitions transactions they have completed. Katrina is a Certified Business Broker (CBI) and a Certified M&A Master Intermediary (M&AMI).

COMMENTS

"I found Katrina to be knowledgeable, organized, thorough, and her follow-up was excellent. She was a pleasure to deal with and I would recommend her highly."

Brett Coleman, Owner
Mercedes Benz of Reno

"Katrina is a very professional tenacious lady. Does everything she says and much more. A very positive experience."

Stan & Lynn Kinder Former President & Vice President
Sierra Chemical Company

"Katrina demonstrated at every step of the way thorough knowledge of her business as well as her technical expertise. Her patience as well as tenacity was helpful in establishing very early on a relationship based on mutual trust and respect."

-Terry Vander Ploeg, Heinz Roesch,
Dave Ogren Buyers & Seller
– Omed of Nevada, LLC

"Your hard work, professionalism, and tenacity really made this deal happen. I know it was not an easy accomplishment. Every step you were great from the start with prospecting to the end when all of us got a little impatient with the demands of others, your patience and expertise really paid off. "

Mike Winkel, former owner
Sierra Freightliner

"As a CPA, I spent over 30 years in mergers and acquisitions for public and private companies and certainly recognize technical expertise and a professional job "well done". Katrina exceeded my expectations in all areas."

Burt Koenig, President
Mountain Papa, Inc.

"You and your staff have probably added 10 years to our lives. I believe in these uncertain times it was an excellent job all around. I will continue to send you leads on anyone I hear that's interested in buying or selling."

-Jerry Cail, President
Bear Industries Printing & Publishing



Dealmaker of the Year - Nevada

KATRINA LOFTIN-WINKEL



M&A Business Advisors

The Leader in Business Sales & Acquisitions

Katrina Loftin-Winkel is the co-founder and Managing Partner of M&A Business Advisors. Katrina has been active in the industry since 1992. Over the years, she has handled numerous transactions including privately held businesses of all kinds including manufacturing, distribution, automotive dealerships and auto related businesses, franchises, restaurants, service, and hospitality companies. Katrina is licensed in both California and Nevada and regularly handles transactions in both states.

M&A Business Advisors (MABA) is a full-service Business Brokerage and M&A Advisory Firm. MABA specializes in the confidential sale of privately owned businesses in a wide range of industries including: Manufacturing, Distribution, Service, Retail, Health Care, E-Commerce, Construction, Food & Beverage, Automotive and other industries. In 2017, M&A Business Advisors was formed by Katrina and her partners, all of whom are top producers and industry leaders. The Partners joined forces to collaborate and share their knowledge and experience to best represent business Buyers and Sellers. The background of our principle advisors include business owners, top producers, Certified Business Intermediates (CBI), Certified Business Brokers (CBB), Business Brokerage Press Industry Experts, Industry Association Board Members, Presidents and Committee Chairs, Industry instructors and experts in a wide range of industries. Our principle advisors have been instrumental in improving the standards and ethics within our industry.

Katrina has extensive business ownership and sale experience and has previously owned and operated multiple businesses herself including an automobile dealership, auto pawn business, a motel, a marketing company and also owns the Nevada M&A Business Advisors office.

Katrina is a member of the M&A Source, International Business Brokers Association (IBBA), California Association of Business Brokers (CABB), EDAWN, Nevada Business Brokers Association (NBBA) and a member of the Northern Nevada Executive Council (NNEC). Additionally, she has served on the Board of Directors and is a former officer of the Chamber of Commerce and has served on many other community organizations. With her father, she cofounded and chaired the River City Classic Car Show, which raised funds for local charities. Katrina has also served on the Business License Task Force Committee for the City of Reno and the Business Broker License committee for the State of Nevada.

Over her 25 years in Business brokerage, Katrina has earned numerous distinctions including Top Listing Agent and Top Producer many times over and every year since 2010.

Client comments:

"Katrina is a very professional tenacious lady. Does everything she says and much more. A very positive experience." - Stan Kinder President, Sierra Chemical Company

"As a CPA, I spent over 30 years in mergers and acquisitions for public and private companies and certainly recognize technical expertise and a professional job "well done". Katrina exceeded my expectations in all areas." -Burt Koenig, President Mountain Papa, Inc.

"You and your staff have probably added 10 years to our lives. I will continue to send you leads on anyone I hear that's interested in buying or selling." -Jerry Cail, President, Bear Industries Printing & Publishing

Corporate Insider
The gateway to the world of business



2302 LARKIN CIRCLE
SPARKS, NEVADA 89431-6587
P.O. BOX 50730
SPARKS, NEVADA 89435-0730
TELEPHONE (775) 358-0888
FAX (775) 358-0987
E-MAIL sierrachem@gbis.com

August 17, 2011

To Whom it May Concern,

For the last several years it has been a pleasure to work with Katrina Loftin-Winkel on the sell of Sierra Chemical Co. to Carus Corporation of Peru, Illinois an International Company.

Katrina is a very professional tenacious lady of high moral character and business ethics.

A very positive experience from both Sierra and Carus.

A handwritten signature in black ink that appears to read 'Stan'.

Stan Kinder





Mercedes-Benz of Reno

March 28, 2012

RE: Katrina Winkel – Letter of Recommendation

To whom it may concern,

I had the opportunity to work with Katrina Winkel when we purchased the Mercedes Benz dealership in Reno Nevada in 2010. She acted as our business broker on the transaction. I found Katrina to be knowledgeable, organized, thorough, and her follow-up was excellent. She was a pleasure to deal with and I would recommend her highly.

Sincerely,

A handwritten signature in black ink that reads "Brett Coleman".

Brett Coleman
Owner



Letter of Recommendation:

When my wife and I decided to pursue the dream of owning our own Veterinary hospital we reached out to Katrina Loftin Winkel of M&A Business Advisors. From the first call, Katrina jumped into action on our behalf and did not waiver until we were successfully the proud owners of our new business. When the process began, there were no such businesses available for sale in our market. Winkel took a proactive approach, reaching out to every practice in the area and created multiple opportunities for us to explore. Not only did M&A Business Advisors negotiate the purchase of the business between Buyer and Seller, they also facilitated the acquisition of the real estate component as well. Due to the particular nature of this business, the transaction was very complex requiring the simultaneous purchase of multiple LLC's and land parcels while involving multiple lenders. Katrina orchestrated the entire process working in conjunction with the title and escrow companies, multiple lenders, insurance companies and numerous local agencies. There were hurdles and road blocks along the way that with her years of experience, Winkel provided solutions to with a creative, professional approach. Without the assistance of M&A Business Advisors this dream would not have become a reality! In addition, Katrina was able to refer us to numerous extremely competent and respected service providers such as accountants/CPA's, business attorneys, insurance and payroll providers. This not only ensured a successful transaction, but also the confidence of knowing we were structured in the appropriate way to minimize both our liability and tax exposure. I HIGHLY recommend using the services of Katrina Loftin Winkel and M&A Business Advisors to ensure the success of your future endeavors!

- Randy Roesch, CRS
Owner – Mountain View Animal Hospital & Holistic Pet Care

- Dr. Sarah Kalivoda, DVM
Owner / Manager – Mountain View Animal Hospital & Holistic Pet Care

FERNLEY PHYSICAL THERAPY

20 North West Street, Fernley NV 89508

Katrina Loftin-Winkel assisted us with the purchase of a business in 2017. From the initial contact until we closed on the purchase, Katrina was fully engaged and kept us informed of the progress every step of the way. While we were in the process of negotiating this deal, we were living in South California, but Katrina made sure that we had access to and understood all Nevada State requirements governing this transaction. She was able to steer us clear of any issues and worked with us to ensure that we had the applicable financing and that all the documentation was completed in a timely manner. Katrina is extremely knowledgeable and approachable. She was always willing to answer any questions we had, and helped make this business purchase a complete success.

Rudi & Lynda Lautz



Katrina helped ensure a seamless purchase transaction for my first business. She skillfully managed all of the technical and personal elements in order to keep both parties needs met throughout the process. When I purchased a second company the seller didn't want to use a broker and we collectively spent more in lost time and expenses because of it! Long story short, I'm never entering into a business purchase process without Katrina as my broker! She's incredible and I can't say enough good things about her and our experience working with her.

Britney Schmid
Dale Carnegie Training of San Diego & San Francisco

August 16, 2016

Katrina Loftin-Winkel
BTI Business Group
Reno, Nevada

Katrina Loftin-Winkel is my business broker who worked for almost a year to help me find and purchase a small business. Throughout this search, I was forced to work with other brokers as well, not because I wanted to, but because some of the businesses I investigated were out of the area or out of state and she was unable to represent me. As a result, this put me in contact with many brokers who were not of the caliber that Katrina is. She is by far, the absolute BEST! I never felt that she was trying to make a quick sale, or that she was pushing me into a business that wasn't right for me.

She got to know me in a way that allowed her to advise me on companies that were a 'good fit'. She is so well-connected in this geographical area that she was aware of businesses that were about to come onto the market in the near future. In fact, she was able to do just that with the business that I eventually bought.

Throughout the process of hunting for businesses, Katrina would arrange meetings with the owners of the companies that I was interested in. She would arrive at these meetings with well-researched reports on the company, its valuation and a file of pertinent information that she had compiled.

Using her vast knowledge and years of experience in this business, she was able to help me to understand how companies are evaluated in terms of purchase price. She did a detailed study to help justify my offer to the seller.

After the contract was accepted, her real work began. I didn't realize all of the things that could have gone wrong, and did. She informed me that it is common for this to happen during the due-diligence phase and this can put the deal into jeopardy. This is an emotional time for both buyer and seller, and Katrina was able to put on her 'shrink' hat, and by using her intuitive senses, she managed both personalities and was able to smooth things

over. She really was excellent at working with the buyer (myself) and the seller to keep the deal together. Honestly, I've never seen anything like it!

The purchase was a very complicated process for me, despite my having been a business owner before. Katrina walked me through each step with a calmness, or Zen, which was crucial for me. She kept me updated and informed, and I never had to ask her how the purchase was going. She was always quick to respond to my emails, phone calls and text messages. And most of all, she was incredibly patient with my hundreds of questions that I asked over and over and over again. The process was intimidating, yet she was always reassuring.

Katrina has good relationships with SBA (Small Business Admin) lenders and was therefore able to work closely with my lender so that the deal was properly structured in order to satisfy all of the SBA requirements.

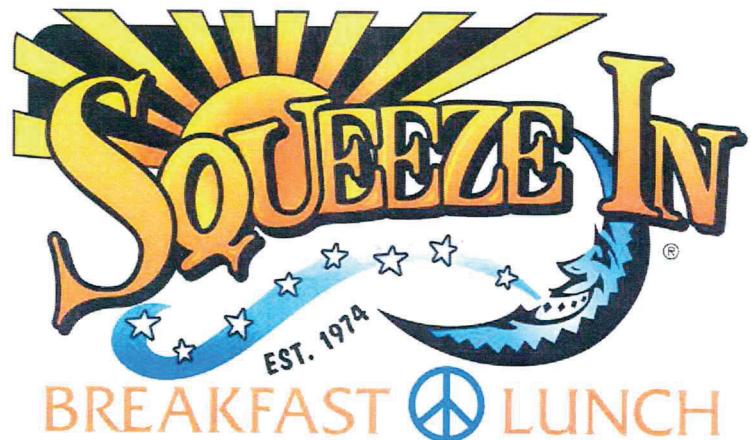
After the deal was closed, this is not the end of the broker-client relationship for Katrina. She has encouraged me to contact her for the vast resources she has, as well as for any business questions I may have. She is wired into the area's business community and has a long list of professionals that she works with and refers: accountants, attorneys, lenders, escrow companies, business appraisers, etc.

She also does ongoing educational events and seminars and is often a guest on KOH 780 'Bosna on Business'.

Buying a business is not for the faint of heart. It took a year of my life, and it probably took a year off my life. But Katrina made it all worthwhile. I am very happy with my purchase and I can't imagine having gone through this experience with anyone else.

Sincerely,

Brad Moseley
Master Fasteners Corp.
brad@masterfasteners.com
775-852-7100



January 2015

Katrina Loftin-Winkel
Managing Director
BTI Mergers & Acquisitions

Dear Katrina:

Your professionalism and expertise were the critical component in the success of our latest venture.

I felt truly unbeatable with your strategy and brilliance backing up the deal.

Thank you for your extreme attention to detail and your kind and courteous approach to transactions.

We'll be doing business together for many years to come!

Sincerely,

Misty Young
Board Chair

MANY GREAT LOCATIONS TO SERVE YOU * FRANCHISES AVAILABLE

K & KG Investments, LLC

December 31, 2012

Katrina Loftin-Winkel
BTI Group
10659 Professional Circle
Suite B
Reno, NV 89510

Dear Katrina,

Thank you your assistance in purchasing Massage Envy Spa in North Reno. This was our second transaction with you and BTI, and we have completed many more without Brokers assistance. The transaction sailed through escrow and franchising easily and quickly and we appreciated the hand holding when needed. The due diligence material was delivered timely and escrow and closing procedures were managed very efficient. The entire process was handled extremely professional and I look forward to working with you again in the future.

Sincerely,

Klaus Grimm
Managing Member



To Whom It May Concern

When it came time for Dave Ogren to sell his medical equipment refurbishing business, OMED of Nevada, he looked around for a competent business broker and found, by way of referrals from among his business friends, Katrina Winkel of AKT Enterprises, an affiliate of BTI Group specializing in Mergers and Acquisitions.

Throughout the process of finding a good match between Dave Ogren and the eventual buyers Terry Vander Ploeg and Heinz Roesch of Hanegi Ventures, LLC, Katrina demonstrated at every step of the way thorough knowledge of her business as well as her technical expertise. Her patience as well as tenacity was very helpful in establishing very early on a relationship based on mutual trust and respect.

Being appointed representative for both the seller as well as the buyer required a great deal of diplomacy as well as honesty and integrity, which she mastered beautifully and fairly.

All three of us felt very much at ease during the very short time it took to close this deal, since Katrina was always personally involved the entire time. Quick to respond at a moment's notice to emails, text messages or telephone calls.

Our deal closed on October 13th, 2009 on schedule only six months after initial contact was made. Katrina went above and beyond exceeding our expectations.

Sincerely,

OMED of Nevada, LLC

Terry Vander Ploeg

President/Buyer

Heinz Roesch

CEO/Buyer

Dave Ogren

Founder/Seller

Tuesday, January 19, 2010

800 Stillwell Rd Ste 80
Reno, Nevada 89512
Phone: 775-857-3008, Fax: 775-857-3009, heinz@omednevada.com



orth America
outh America
urope
frica
sia
ustralasia

Tuesday, December 14, 2004

Offered by Tel: 916.929.3911
Robert M. Scherer & Associates, Inc. Fax: 916.929.0406
1787 Tribute Road www.sacramento-dalecarnegie.com
Suite K
Sacramento, CA 95815
Robert M. Scherer
President

Katrina Loftin
Business Team
5190 Neil Rd, Ste 215
Reno, NV 89509

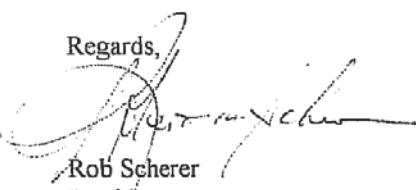
Dear Katrina,

This letter is long overdue so please excuse the delay. You guided the sale of my Southern Territory Franchise last year with ease, support, thoroughness, and skill. You not only helped the territory sell quickly, but also negotiated the price considerably higher than most others are obtaining. Of the roughly 15 other territory sales last year, mine was in the top 3 for highest negotiated price; not to mention the buyer was also pleased and felt the price and transaction extremely fair.

I believe your diligence in dealing with the buyer helped the Franchisor approve the transaction quickly. In several discussions with colleagues, I realized how effective and professional you are. I strongly recommend you to anyone thinking of selling his or her business. They might as well deal with the best.

Thank you again Katrina.

Regards,



Rob Scherer
President

Robert M. Scherer & Associates, Inc.
1787 Tribute Road, Suite K
Sacramento, CA 95815

RMS/ks

FREDERICK J. LUCKSINGER

Trustee in Bankruptcy
P.O. Box 2458
Rocklin, CA 95677
(916) 784-2625 Fax (916) 784-9481

Katrina Loftin
Business Team
1750 Howe Avenue, Suite 240
Sacramento, CA 95825

In re: Bankruptcy Estate of Ben Schmidt, dba R.P. Distributors
Case No. 98-33242-C-7
Eastern District of California

Dear Ms. Loftin:

It is my pleasure to send the BUSINESS TEAM a check representing 12% commission for your assistance in the sale of the assets and inventory of R.P. Distributor.

I am very appreciative of your efforts in locating potential buyers for the business. I will not hesitate to use your services in the future. Thank you very much for your efforts.

Happy Thanksgiving!

Sincerely,



Frederick J. Lucksinger
Bankruptcy Trustee



Better Ingredients.
Better Pizza.

Mountain Papa, Inc.

Bert Koenig
President/Owner
Cell (775) 250-3665
Fax (775) 832-2585
E-mail bertkoenig777@aol.com

August 17, 2009

To Whom It May Concern:

When I decided to sell my three Papa John's Pizza Stores in Reno, Nevada, I asked my attorney and my leasing agent who was the "best" in Reno for this project. Both gave me the same answer! Call Katrina Loftin Winkel at AKT Enterprises, Inc., a licensed affiliate of BTI Group Mergers and Acquisitions, which is what I did.

What qualities did I seek from Katrina before engaging her and BTI?

1. Knowledge of the process of selling companies and technical expertise.
2. Works well with other people; is very diplomatic and patient.
3. Numerous business contacts in northern Nevada (this will expedite the sale process in most situations); understands the Nevada and California markets very well.
4. Honesty and integrity whether dealing with buyers or seller.
5. Quick to adjust to new situations. Katrina had never worked with Papa John's International before but is well qualified to do so in the future.
6. Personally involves herself in the process from inception to closing.

As a C.P.A., I spent over 30 years in mergers and acquisitions for public and private companies and certainly recognize technical expertise and a professional job "well done."

The sale of my stores concluded on August 14, 2009. Katrina exceeded my expectations in all areas.

Sincerely,

Mountain Papa, Inc., d/b/a Papa John's Pizza

Bert Koenig
Bert Koenig
Owner/President

BK/gjc

MOUNTAIN PAPA, INC., DBA PAPA JOHN'S PIZZA
AN INDEPENDENTLY OWNED AND OPERATED FRANCHISE
PO BOX 6807 • INCLINE VILLAGE, NV 89450
CELL (775) 250-3665 • FAX (775) 832-2585



April 6, 2007

To: Whom It May Concern:

Re: Business Team, Inc., business brokerage agency

Katrina Loftin and Tim Davis of BTI served as our business brokers for the sale of our FuelMeister Division. They were very professional and efficient in collecting all the information for our listing, promoting it, and qualifying the prospective buyers. When the right buyer came along they took the lead in guiding and facilitating the sometimes challenging process of due-diligence, and later on the actual deal negotiation.

Although I have a friend who is also a business broker, I cannot conceive that he could have done as good a job as BTI. I would whole-heartedly recommend BTI to anyone contemplating the purchase or sale of a business.

Sincerely yours,

A handwritten signature in black ink that reads "Rudi Wiedemann".

Rudi Wiedemann
President / CEO



December 20, 2004

Katrina Loftin
BTI Mergers & Acquisitions
5190 Neil Road, Suite 215
Reno, NV 89502

Dear Katrina,

First of all, thank you for all your help selling Sierra Freightliner.

Your hard work, professionalism, and tenacity really made this deal happen. I know it was not an easy accomplishment. Every step of the way you were great. From the start with your prospecting and marketing... to the end when all of us got a little impatient with the demands of the others, your patience and expertise really paid off. And, I really want you to know how much I appreciate your efforts.

I am enclosing a check in the amount of \$

Again, thank you for all your help and professionalism. I plan on sending many potential clients your way.

Sincerely,

A handwritten signature in black ink that reads "Mike Winkel". The signature is fluid and cursive, with a large, stylized "M" at the beginning. A dotted line extends from the end of the signature towards the right edge of the page.

Jeff Hastings
President / CEO
ARCPoint Labs Sacramento, CA

"If you are like me, you like to hear some feedback after you refer folks to your friends. In that spirit, I want you to know about our experience with Bill Garcia and Katrina Loftin-Winkel in helping us sell our business. In a word, they were fantastic. Absolutely exceeded expectations in every possible way.

We heard it takes a year to sell a business. Bill and Katrina produced an offer in one week and a back-up offer a day later.

We were told by our franchisor that our business was worth far less than our asking price. Bill and Katrina produced a full price offer.

Others told us that we would need to carry back financing for the buyers. Bill and Katrine got us an all-cash, up-front deal.

We were worried that our troublesome franchisor might screw up the deal. Bill and Katrina were able to handle every roadblock that the franchisor threw at us. They even handled the bulk sale so that the County's tax impounds were released smoothly.

In this age of evaporating customer service, it is an absolute joy to work with people who not only meet, but actually exceed, expectations. Thank you for referring Bill and Katrina to help us sell our business. Based on our experience, you can refer them to others with 100% confidence."

Best Regards,

Jeff Hastings
President / CEO
ARCPoint Labs Sacramento, CA